



# EMPLOYER PASS PROGRAM EMPLOYEE ENROLMENT CONTRACT

PLEASE PRINT CLEARLY - ALL SECTIONS MUST BE COMPLETED - SUBMIT FORM TO EPP COORDINATOR

_____		_____
Last Name	First Name	Name of Employer
_____		_____
Home Address	Phone Number (Home)	Phone Number (Business)
_____		_____
City and Postal Code	Phone Number (Cell)	E-mail Address

### Use of bus, SeaBus, SkyTrain:

Valid for travel through the following zones (please check)\*\*:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> 1-1 \$70.50/month | <input type="checkbox"/> 2-1/2 \$94.92/month | <input type="checkbox"/> 3- \$130.08/month |
| <input type="checkbox"/> 1-2 \$70.50/month | <input type="checkbox"/> 2-2/3 \$94.92/month |  |
| <input type="checkbox"/> 1-3 \$70.50/month |  |  |

### West Coast Express (includes all-zone bus, SeaBus and SkyTrain service):

Return trip to Vancouver from (please check)\*\*:

- |   |
|---|
| <input type="checkbox"/> \$ 275/month - Mission                               |
| <input type="checkbox"/> \$ 200/month - Port Haney/Maple Meadows/Pitt Meadows |
| <input type="checkbox"/> \$ 164/month - Port Coquitlam/Coquitlam/Port Moody   |

**Zone Information:** First number indicates number of zones of travel.

**\*\*RATES ARE CURRENT AS OF THE DATE OF THIS CONTRACT AND ARE SUBJECT TO CHANGE AT ANY TIME. RATES ARE SET BASED ON GUARANTEED PARTICIPATION IN THE PROGRAM FOR A MINIMUM OF 12 MONTHS.**

### CONSENT TO USE PERSONAL INFORMATION

**Travel Survey** - I consent to the collection, use and disclosure of the information I have provided in the travel survey section for the purposes stated in that section on the basis that disclosure will be limited to aggregate data only.

**Personal Information** - I understand TransLink must collect, retain and use my personal information to provide me with an Employer Pass (including replacements and annual renewal), enable me to participate in the Program on a continuing basis and permit TransLink to obtain payment, and I consent to such collection, retention and use.

**I HEREBY IRREVOCABLY AUTHORIZE TransLink to request and obtain, and authorize my employer to disclose to TransLink, my work and home phone numbers and addresses and employment status either upon request from TransLink or upon any change to such information and I further authorize my employer to advise TransLink if I revoke my payroll deduction authorization at any time, until I surrender my Employer Pass to my employer or TransLink.** I am aware the collection of my personal information is authorized by section 26(c) of the *Freedom of Information and Protection of Privacy Act* and is being collected solely for the purpose of ensuring the proper administration of the Program. I understand if I have any questions on the collection of my personal information, I can contact TransLink's EPP Desk at 1600 - 4720 Kingsway, Burnaby, BC V5H 4N2, tel: 604-453-4681.

**I HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO PARTICIPATE IN THE PROGRAM EFFECTIVE THE FIRST DAY OF \_\_\_\_\_, 20\_\_\_\_ ("EFFECTIVE DATE") AND CONTINUING FOR A MINIMUM PERIOD OF 12 MONTHS.**

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

**TRAVEL SURVEY:** Please answer the following important questions. This information is needed to enable TransLink to plan for the future of the Employer Pass Program. Your answers will be held in the strictest confidence and reported on a group basis only.

**Q1. What main mode of transportation are you using now that you will replace with transit once you have an Employer Pass? CHECK ONE**

- Single Occupant Vehicle (Driver with no passenger)
- Car/Vanpool (Driver with one or more passengers)
- Motorcycle
- OTHER MODES (walk, bicycle, jog, rollerblade)

**Q2. How many one-way trips will you be switching to transit once you have an Employer Pass (a one-way trip is a trip to a single destination—to and from work is 2 one-way trips)?**

\_\_\_\_\_ # of one-way trips in an average 7-day period

- Public Transit (Bus, SeaBus, SkyTrain or West Coast Express)
- Single Occupant Vehicle and Public Transit
- Car/Vanpool and Public Transit

**Q3. What method of payment do you currently use most often when taking transit? CHECK ONE**

- |  |   |
|--|---|
| <input type="checkbox"/> Cash/Single or Return West Coast Express ticket | <input type="checkbox"/> Weekly West Coast Express Pass |
| <input type="checkbox"/> FareSavers                                      | <input type="checkbox"/> 28-day West Coast Express Pass |
| <input type="checkbox"/> Monthly FareCard (Monthly Pass)                 | <input type="checkbox"/> U-Pass                         |
|  | <input type="checkbox"/> OTHER                          |

**\$15 enrolment/administration fee is payable upon enrolment.**

## GENERAL TERMS AND CONDITIONS - PLEASE READ CAREFULLY

1. **Request for Enrolment** - I hereby enrol in TransLink's Employer Pass Program (the "Program") that enables me to purchase a transit pass or other fare media ("Employer Pass") for travel in selected zones/distances through payroll deduction. I acknowledge a non-refundable enrolment/administration fee of \$15.00 is payable upon enrolment.
2. **Minimum Commitment** – I understand my obligation to participate in the Program and make payments is for a minimum term of 12 months participation in the program (the "Commitment Period").
3. **Payroll Deduction** – I understand that in order to participate in the Program, amounts owing to TransLink must be made through payroll deduction. I hereby authorize my employer to deduct a sufficient amount each pay period through payroll deduction to cover the monthly rate applicable for my Employer Pass from time to time. I further authorize my employer to deduct any other amounts owing by me with respect to the Program and for which I have not made direct payment to my employer, including the enrolment fee, any replacement fee(s) and any early withdrawal fees.
4. **Early Withdrawal/Termination**
  - a. **Termination (after expiry of the Commitment Period)** – I understand that after the Commitment Period and provided I return my Employer Pass, I can withdraw from the Program upon providing TransLink 1 month's written notice.
  - b. **Early Withdrawal (before expiry of the Commitment Period)** – I understand that I cannot withdraw from the Program during the Commitment Period unless: (i) I provide TransLink with 1 month's written notice; (ii) I return my Employer Pass, and (iii) I pay to TransLink, in addition to any other amounts owing to TransLink, the difference between the cost of an equivalent zone/distance regular monthly pass and the monthly rate applicable to my Employer Pass for the months I participated in the Program. I understand and agree that I must remit this adjustment amount at the time I make a written request for early withdrawal or it will be deducted from my paycheque and remitted to TransLink by my employer on my behalf.
5. **Temporary Suspension** – I understand I can temporarily suspend my participation in the Program for a minimum of 3 months upon providing TransLink 1 month's written notice and surrendering my Employer Pass if I am away from work for: (i) maternity/parental leave; (ii) long term disability leave; (iii) temporary assignment; or (iv) any other reason approved by TransLink.
6. **Termination of Program** – I understand my ability to participate in the Program arises from my employer having entered into an agreement with TransLink to offer the Program at my workplace and is subject to TransLink continuing to offer the Program. If TransLink discontinues the Program or the agreement between my employer and TransLink is terminated, this agreement also terminates effective the date of discontinuance of the Program or termination of the agreement with my employer. Upon such termination, I will surrender my Employer Pass to my employer or be liable for continued payment to TransLink.
7. **Obligation to Pay** – I understand I am responsible for payment of the monthly rate applicable for my Employer Pass for each month during the Commitment Period and continuing until I have returned my Employer Pass to TransLink. I understand my ability to withdraw from the Program or temporarily suspend participation in the Program will be subject to surrender of my Employer Pass. I understand I could be subject to legal action by TransLink for recovery of any unpaid amounts.
8. **Lost and Stolen Pass** – I will immediately advise TransLink if my Employer Pass is lost or stolen. I will be entitled to receive:
  - a. the first time my Employer Pass is lost or stolen, upon payment of a replacement fee of \$50, a replacement Employer Pass; and
  - b. the second time my Employer Pass is lost or stolen, upon payment of a replacement fee of \$50 and upon presentation of a statutory declaration that my Employer Pass has been lost or stolen, witnessed by a person authorized for taking oaths and affidavits, fare media for each month remaining in the year in which my Employer Pass was lost or stolen and I understand that if I lose the fare media in any given month, it cannot be replaced.I understand that if my Employer Pass is lost or stolen a third or subsequent time, TransLink may choose, in its sole discretion, to cancel my participation in the Program, or, upon payment of a replacement fee of \$50 and upon presentation of a statutory declaration that my Employer Pass has been lost or stolen, witnessed by a person authorized for taking oaths and affidavits, to provide me with fare media for each month remaining in the year in which my Employer Pass was lost or stolen and if I lose the fare media in any given month, it cannot be replaced.
9. **Conditions of Use/Change in Rate** – Despite any other term of this contract, I understand use of the Employer Pass, any benefits associated with the Employer Pass, and the monthly rate payable by me are subject to the South Coast British Columbia Transportation Authority (TransLink) Transit Tariff as amended from time to time by TransLink (the "Tariff"). I understand the monthly rates shown on page 1 are current as at the date of signing this contract and are subject to change. I agree to pay the applicable rate for the Employer Pass as amended from time to time and set out in the Tariff.
10. **Ownership** – I understand that even though the Employer Pass contains my name, the Employer Pass remains at all times the property of TransLink and I must surrender it to TransLink when requested to do so.
11. **Non-Transferable** – I understand my Employer Pass is for my use only and use by any other person is a breach of this contract and may result in penalties and/or prosecution under legislation, confiscation of my Employer Pass and/or cancellation of my participation in the Program.
12. **Annual Renewal** – I am aware my Employer Pass is valid until the expiry date shown on its face provided no payments are outstanding. I understand that my participation in the Employer Pass Program will automatically renew each year and that I will automatically be issued a new Employer Pass annually, unless I have completed a Change Request Form. I also understand TransLink has the right to withhold providing a renewal Employer Pass until any amounts owing to TransLink by me or my employer are paid in full.
13. **Notices** – Any notices to be given to TransLink may be given either to TransLink at the address set out on page 1 or through the representative named by my employer to administer the Program at my workplace (the "EPP Coordinator"). Any notice to be given by TransLink to me will be validly and sufficiently given if provided by TransLink to the EPP Coordinator for distribution.
14. **Amendments** – I understand that TransLink may amend this contract from time to time by giving the EPP Coordinator at least 30 days' written notice of any amendment to this contract and that, as part of the agreement between my employer and TransLink, my employer has the obligation to inform me of any amendment to this contract. I understand that if I continue to participate in the Program after the effective date of any amendment, I will be deemed to have accepted the amendment.